

**AGREEMENT**

**between**

**THE FAIRFIELD BOARD OF EDUCATION**

**and**

**THE FAIRFIELD EDUCATION ASSOCIATION**

**For July 1, 2004 to June 30 2007**

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**FAIRFIELD NEW JERSEY**  
**PREAMBLE**

The Board of Education and the Fairfield Education Association recognize and declare that providing a quality education for the children of the Fairfield School District is their mutual aim and that the character of such education depends predominately upon their method of cooperation.

**RECOGNITION CLAUSE**

THIS AGREEMENT is made and entered into this 22nd day of July between the Board of Education of the Township of Fairfield, Essex County, New Jersey, hereinafter referred to as THE BOARD, and the Fairfield Education Association, hereinafter referred to as THE ASSOCIATION.

WHEREAS, the parties have reached certain understandings which they wish to embody in a written Agreement; and

WHEREAS, these certain understandings have been reached between the Board and the Association, the said Association being the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for the unit of all instructional and educational support personnel, whether under contract or on leave, full or part-time, employed by the Board, excluding principals, secretaries, custodians, cafeteria and playground aides, cafeteria personnel, classroom aides, and substitute teachers.

NOW, THEREFORE, BE IT RESOLVED, that in consideration of the following mutual covenants, it is mutually agreed between the Board and the Association as follows:

**ARTICLE I**

**DURATION OF AGREEMENT**

The Agreement shall take effect on July 1, 2004, and shall continue to June 30 2007.

**ARTICLE II**

**MEDICAL INSURANCE COVERAGE**

The Board hereby agrees to pay 100% of the group rate cost for providing Blue Shield and Blue Cross with Rider J coverage and Major Medical coverage, single plan for all employees, unless employee elects to decline coverage. In addition, the Board will pay 100% of the group rate for spouse and family coverage as specified above for all those employees in the Association's unit who elect the single coverage.

The Traditional Plan Annual Deductibles shall increase on the date of ratification by both parties as follows:

Single Coverage: from \$100.00 to \$200.00  
Family Coverage: from \$200.00 to \$400.00

The Board reserves the right to change plans, as long as benefits are not diminished and with the approval of both parties to this Agreement.

#### **DENTAL INSURANCE COVERAGE**

The Board agrees to pay the full cost for full family coverage for dental insurance with a \$50 per person/\$100 per employee and dependent or spouse/\$150 per family annual deductible.

The Board reserves the right to change dental insurance plans, as long as benefits are not diminished and with the approval of both parties to this Agreement.

#### **PRESCRIPTION PLAN INSURANCE COVERAGE**

The Board hereby agrees to pay the full cost for full family coverage of prescription plan insurance. Prescription plan insurance coverage shall have \$20.00 co-payment for brand-name prescriptions, \$10.00 co-payment for generic brand prescriptions, and \$10.00 for mail-in prescriptions and shall not cover costs of contraceptives. All other plan benefits shall remain unchanged. There shall be no cap on the prescription premium for the life of this Agreement.

The Board reserves the right to change prescription plans, as long as benefits are not diminished, and with the approval of both parties to this Agreement.

#### **OPTICAL INSURANCE COVERAGE**

The Board hereby agrees to pay the full cost for full family coverage for an optical insurance program. The optical insurance coverage shall have no deductible. The Board reserves the right to change optical plans, as long as benefits are not diminished and with the approval of both parties to this Agreement.

#### **NEW EMPLOYEE HEALTH COVERAGE**

1. Employees hired after September 1, 1998 with no previous experience in Fairfield or any previous Fairfield employee who has resigned, shall receive the following health insurance coverage:

The first three years shall include medical and prescription coverage as described in this Article.

The fourth year and thereafter the employee shall receive all health insurance coverage as described in this Article.

2. Employees hired prior to September 1, 1998 shall receive benefits as set forth in the 1997-98 Agreement between the parties.
3. Employees hired after July 1, 2004 can enroll in the POS (Point of Service) or PPO (Preferred Provider Plan) with full family coverage.
4. As of July 1, 2004, there shall be no new enrollees in the Traditional Plan.

## **PART-TIME EMPLOYEE HEALTH BENEFIT COVERAGE**

Part-Time: For the purposes of receiving benefits under this Agreement, including medical coverage, i.e., Major Medical, optical, dental and prescription, "part-time" employees must work an average of at least 24 hours per week.

### **OPT OUT PLAN**

Upon submission of proof of alternate coverage, employees opting to decline medical coverage under the Board's plan shall be paid 50% of the premium saved by the Board. Election not to participate must be made by May 1 of any academic year; payment shall be made no later than September 1 of the following academic year. This program is entirely optional. Any employee who, having opted out, wishes to subsequently re-enroll may elect to do so during normal re-enrollment periods. This option shall apply to all health insurance provided by the Board.

If it is found that a Section 125 (IRS Code) plan must be established in order to limit the implication of implementing this provision, the Board agrees to file the appropriate forms seeking approval of same.

## **ARTICLE III**

### **GRIEVANCE PROCEDURE**

#### **A. Statement of Purpose**

It is the purpose of this procedure to secure, at the lowest possible administrative level, appropriate solutions to grievances of employees through predetermined and orderly procedures which shall be made available to all employees in an atmosphere free of coercion, interference, restraint, discrimination or threat of reprisal. However, it is to be noted and emphasized that the existence of this procedure is not necessarily intended to encourage the utilization hereof as a primary or first-instance means for the resolution of all grievances. Rather, employees, should they so elect, are specifically encouraged to seek resolutions of grievances through informal discussions on a day-to-day basis between relevant parties and thence to resort to the utilization of this more formal procedure should informal means fail to produce a satisfactory resolution.

#### **B. Definition**

1. A "grievance" is a claim based upon an event or condition which affects the terms and conditions of employment as stated in this contract of an employee or group of employees and/or a complaint that there has been an alleged violation, misapplication, misinterpretation of any of the provisions of this agreement or of any Board policy or administrative decision rendered thereunder. The term "grievance" shall not apply to any matter where:
  - (a) a method of review is prescribed by law or State Board Rules;
  - (b) the Board of Education is without authority to act;

- (c) a complaint relates to the non-renewal or termination on notice of a non-tenured teacher's contract.
- 2. An "aggrieved person" shall mean the person or persons making the claim and against whom the alleged violation, misapplication or misinterpretation of this agreement or of any Board policy of administrative decision rendered thereunder causes personal loss or injury.
- 3. Where it can be demonstrated that more than one employee is similarly aggrieved, a grievance may be presented bearing the signatures of each of the aggrieved employees.

C. Procedure

- 1. A grievance to be considered must be initiated within thirty (30) calendar days of its occurrence or within thirty (30) calendar days after the individual should have reasonably known of its occurrence. Any grievance filed after the prescribed interval shall be null and void.
- 2. Any employee who has a grievance shall discuss it first with his immediate supervisor in an attempt to resolve the matter informally.

Level I

- 1. If, as a result of the discussion, the matter is not resolved within five (5) school days, he/she shall set forth in writing his/her grievances to the immediate supervisor specifying:
  - (a) the nature of the grievance and of the personal loss or injury,
  - (b) the results of the previous discussions and the basis of his/her dissatisfaction.
- 2. The immediate supervisor shall communicate his/her decision to the employee in writing within seven (7) school days of receipt of the written grievance.

In addition, within seven (7) school days, the immediate supervisor shall communicate to the Association the date and subject of the grievance filed.

Level II

- 1. The employee may appeal the immediate supervisor's decision to the Superintendent within five (5) school days of receipt of the immediate supervisor's decision. The employee's appeal to the Superintendent must be made in writing and must set forth the matter submitted to the immediate supervisor as specified above, as well as the basis for his/ her dissatisfaction with the decision previously rendered. In the event of non-compliance with any of the provisions as set forth, the grievance shall be considered dropped. The Superintendent shall render a decision within ten (10) school days of receipt of the appeal of the immediate supervisor's decision. The Superintendent shall communicate his decision in writing to the employee or employees and the Association.

### Level III

1. If the grievance is not resolved to the employee's satisfaction, he/she may, within five (5) school days after receipt of the Superintendent's written decision, request review by the Board of Education. The request shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the Board.

The Board, or a committee thereof, shall review the grievance and may, at its option, hold a hearing with the employee. A decision in writing shall be rendered within thirty (30) calendar days of receipt of the grievance by the Board or the date of the hearing with the employee, whichever comes later.

### Level IV.

1. If an employee is dissatisfied with the decision of the Board, he/she may request the appointment of an arbitrator within ten (10) school days of receipt of the decision of the Board of Education. Such request shall be made known to the Superintendent forthwith.
2. The following procedure shall be used to secure the service of an arbitrator:
  - (a) The parties will first attempt to select a mutually acceptable arbitrator by submitting a list of five (5) names in writing to each other. Within ten (10) calendar days of receipt of the request for the appointment of an arbitrator, the parties shall meet to attempt to select an arbitrator from the names submitted.
  - (b) In the event a mutually acceptable arbitrator cannot be selected then the parties agree to be bound by the rules and procedures of the Public Employment Relations Commission (PERC).
3. All proceedings relative to the arbitration shall be held after regular school hours.
4. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she shall neither add to nor subtract from the agreement between the parties. Within thirty (30) calendar days of the completion of the arbitration proceedings, the arbitrator shall submit to each party his/her decision in writing, which shall include findings of fact and reasoning. The decision of the arbitrator shall be advisory only.
5. The fees and expenses of the arbitrator shall be borne equally by the parties. The cost of a stenographic record shall be borne by the party requesting same, unless both parties make the request, in which the cost shall be borne equally. Each party shall bear the cost incurred by itself relative to the arbitration proceedings.



D. Miscellaneous

1. All documents, communications and records dealing with the proceedings of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
2. It is understood that the aggrieved employee shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
3. In the event grievances are filed in the months of May, June, July, or August, the time limitations as specified herein may be suspended by mutual agreement.
4. An aggrieved person may have at his/her option, one representative and an N.J.E.A. representative present at any level of the grievance procedure.
5. When a grievance affects a group or class of employees covered by this agreement said group or class may at their option select the Association as their representative.
6. All steps of the procedure shall be confidential and conducted in private.
7. Failure at any step of the procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step within the specified time limits shall be deemed to be waiver of further appeal of the decision.
8. No restraint, coercion, discrimination, or reprisal of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

**ARTICLE IV**

**COMPENSATION**

A. Salary Schedule

The salary schedule pertaining to all personnel included in the unit represented by the Association shall be as set forth on Schedule A annexed hereto. Those salaries that are not otherwise set forth on Schedule A shall be as set forth on Schedule B annexed hereto and made a part hereof,

B. Method of Payment

Each teacher employed on a 10 month basis shall have the option of being paid in twenty (20) equal semi-monthly installments, on approximately the 15th and last day of the month, or may individually elect to have a certain percentage of his/her monthly salary deducted from their pay. These funds shall be deposited monthly in a personal savings account in the name of the teacher and/or their estate. Accessibility to these funds,

together with earned interest, shall be at the discretion of the individual teacher and/or their estate.

At or about the close of the school year, the Board of Education's Secretary shall notify each teacher, in writing, of the method of pay options. At the same time, written notice shall also be given to each teacher of their option to elect enrollment in the monthly United States Savings Bond Payroll Deduction Plan.

C. Reimbursement for Use of Auto

Teachers shall be reimbursed for the required use of their automobiles for travel in connection with their assigned duties. This reimbursement shall be at the rate of thirty-one cents (.31) a mile for duration of this contract, subject to the voucher requirements of the business office. If IRS reimbursement rate exceeds thirty-one cents (.31), the IRS rate will supersede the contractual rate.

D. General Provisions

Newly hired Teachers may placed on any salary guide step, without limitation, determined by the Board and agreed to by the teacher, except that year-for-year credit shall be granted for a minimum of two years of prior public school contractual teaching experience.

Credit will be granted for four (4) years military service with Honorable Discharge. Combined teaching and military service is not to exceed fourteen (14) years service.

Annual increments for satisfactory service shall be granted by the Board of Education upon recommendation of the chief school administrator. The Board of Education reserves the right upon recommendation of the chief school administrator to withhold, decrease, or reinstate any annual increment or adjustment pursuant to N J S A. 18A:29-14. Such decision shall not be subject to the grievance procedure.

E. Perfect Attendance

Teachers who maintain perfect attendance shall receive a \$500 (five hundred dollar) stipend for each year of perfect attendance Perfect attendant is defined to mean no use of sick days and no more than two (2) personal days, excluding bereavement days, during a full school days.

F. **Representation Fee**

1. Purpose of Fee - If an employee does not become a member of the Association during any membership year (i.e., September 1 to August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.
2. Amount of Fee/Notification - At the onset of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to its own members for

that membership year. The representation fee to be paid by nonmembers/fee-payers will be determined by an impartial arbitrator in accordance with the law and shall not exceed 85% of the Association's regular membership dues.

3. Demand and Return System: the Association represents that it has established a demand and return system and that the Association has informed each employee in the unit who is not a member of the Association of the establishment of the demand and return system and his or her right to demand and receive a return of any part of the fee paid by the non-member for any of the reasons set forth in N.J.S.A. 34:13A-5.6(c).
4. Deduction and Transmission of Fee
  - a. Notification - On or about October 1 of each year, the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1st of each year, the Association shall provide the Board with the names of those employees who are required to pay the representation fee.
  - b. Payroll Deduction Schedule - The Board will deduct from the salaries of the employees referred to in Section H the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.
  - c. Mechanics - Except as otherwise provided in this section, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.
  - d. Changes - The Association will notify the Board in writing of any changes in the list provided for in Paragraph A above, and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than thirty (30) days after the Board received said notice.
  - e. New Employees - On or about the last day of each month, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, dates of employment, and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death.
5. The Association shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability, including liability for court expenses and reasonable attorney fees that may arise out of, or by reason of any action taken by the employer in conforming to this provision.

## ARTICLE V

### SICK LEAVE

#### A. Sick Leave Days

All full-time personnel covered by this contract shall be entitled to ten (10) sick leave days each school year. All part-time personnel covered by this contract shall be entitled to ten (10) sick leave days each school year. Unused sick leave days shall be accumulative.

#### B. Frequent or Intermittent Absence

In the case of frequent or intermittent absence, an employee may be required to produce evidence of illness at the request of the Superintendent or building principal pursuant to N.J.S.A. 18A:30-4.

#### C. Less Than One School Year Employment

A teacher who is employed for a term of employment under contract, or appointed as a permanent substitute, for less than one school year, will be granted sick leave privileges on a pro rata basis of one day per month for the term of the contract as per N J S A. 18A:30-2.

#### D. Written Notice of Sick Leave Days

Teachers shall be given a written sick leave days on or before September 15 of each year.

#### F. Unused Accumulated Sick Days

A tenured teacher who, during the term of this contract, permanently ceases employment with the Fairfield School district shall receive a lump sum payment for each day of unused accumulated sick leave in accordance with the schedule outlined below:

Days	2004-2005	2005-2006	2006-2007	Requirement
1-50	\$30.00 per day	\$30.00 per day	\$30.00 per day	Tenure
51-100	\$55.00 per day from day #1	\$55.00 per day from day #1	\$55.00 per day from day #1	10 years min. service
101-	\$80.00 per day from day #1	\$80.00 per day from day #1	\$80.00 per day from day #1	15 years min. service
	To a max of \$16,000	To a max of \$16,000	To a max of \$16,000	To a max of \$16,000

At the discretion of the recipient, payment may be delayed until January 15 or thereabouts of the year after retirement. Should an employee eligible to receive this benefit die while actively employed, payment shall be made to the employee's estate.

**ARTICLE VI**  
**TEMPORARY LEAVES OF ABSENCE**

A. Personal Leave

It is recognized that situations arising from personal, legal, business, household, or family matters do occur and require the absence of the teacher from time to time during school hours; these personal days are not to be considered vacation days. Application for personal leave should be filed, stating one of the above reasons, with the building principal in advance of the day or days needed, when possible. The employees shall not be required to state the reason for such leave other than set forth above. The request shall remain confidential.

Full time Employees shall be granted a maximum of five (5) personal days, and part-time employees shall be granted a maximum of three (3) personal days which may be used for family illness, among other things approved by the Superintendent, which shall be accumulative, with pay within one school year. All requests shall not be unreasonably denied. Unused personal days will be added to employee's sick leave.

B. Temporary Active Military Duty

Time necessary shall be granted for persons called into temporary active duty during the school year, of any unit of the U.S. Reserves or the State National Guard. A teacher shall be paid his/her regular pay in addition to any pay which he/she received from the State or Federal Government for a period not exceeding sixty (60) calendar days.

C. Deaths

1. Up to five (5) school days shall be granted at any one time in the event of death in the immediate family. Immediate family shall be considered father, mother, spouse, child, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, or other member of the immediate household.
2. One day, subject to the approval of the Superintendent, shall be granted at any time in the event of death in the non-immediate family. Approval shall not be unreasonably withheld.
3. Days may be taken at any time within a two-week period after the death of an immediate family member.

D. Professional Days

Teachers shall be entitled to professional days for the purpose of visiting other schools or attending meetings or conferences of an educational nature, subject to approval of the Superintendent. Upon Superintendent's request, a written report shall be submitted to the Superintendent within five (5) school days.

E. FEA Business

If the President or other designee of the Association participates during working hours in any mutually scheduled grievance proceeding or other meeting, he/she shall suffer no loss in pay for up to two (2) days per year, non-accumulative.

F. Good Cause

Other leaves of absence with pay may be granted by the Board for good reason. The Board of Education's action shall not be subject to the filing of a grievance.

## ARTICLE VII

### EXTENDED LEAVES OF ABSENCE

A. Military Leaves

Military leaves without pay shall be granted to any teacher who is inducted or enlists in any branch of the Armed Forces of the United States for the period of said service and three (3) months thereafter, or three (3) months after recovery from any wound or sickness at the time of discharge.

B. Illness in the Family

At the discretion of the Board, tenured teachers may be granted a leave of absence without pay of up to one (1) year for the purpose of caring for a sick member of the teacher's immediate family, as defined in Article VI-C. An extension of this leave may be granted at the discretion of the Board.

Teachers also may use the benefits afforded to them by the Federal Family and Medical Leave Act and the State Family Leave Act, so long as those laws remain in effect.

C. Good Cause

Other leaves of absence, i.e., sabbatical, may be granted. Approval by the Board shall not be unreasonably withheld, but shall not be subject to the filing of a grievance.

D. Returning from Extended Leave

Upon return from a Board-approved leave, the tenured teacher shall be reinstated in his/her same position, if it is available, or a similar position for which he/ she is certified.

## ARTICLE VIII

### MATERNITY LEAVE

The Board shall grant of leave of absence for medical reasons and disability associated with pregnancy and birth to pregnant teachers on the same terms and conditions governing leaves of absence for illness or medical disability, as set forth in N.J.S.A. Title 18A: 30-1 et seq.

**A. Use of Accumulated Sick Leave Days for Disability Associated with Pregnancy or Childbirth.**

Any teacher, according to the provisions of this section, may at her discretion elect to use all or any part of her accumulated sick leave during the period of disability, thirty calendar days before and following the date of delivery and receive full pay and benefits for the same. Use of additional accumulated sick leave days, if any, beyond the above stated disability period shall be contingent upon receipt of verification of additional disability by a duly licensed physician.

1. Any teacher seeking such maternity leave shall apply to the Board sixty (60) calendar days prior to the beginning of the leave, except in the event of any unforeseen medical emergency, in which case application shall be made as soon as possible. At the time of application, the teacher shall:
  - a. submit a physician's verification of the expected date of delivery which shall determine the presumptive period of disability and the approximate duration of the leave .
  - b. submit in writing, the dates on which the employee wishes to commence and terminate leave.
2. The Board may require the teacher to produce a certificate additional documentation from a physician in support of any request for use of additional accumulated sick leave days, if any, beyond the period of disability.
3. If the Board's physician disagrees with the employee's physician, the dispute shall be submitted to the Essex County Medical Society who shall designate an impartial third physician to make an examination and his/her determination shall be conclusive and binding on the parties.
4. Where medical opinion is supportive of the leave dates requested, the Board shall grant such leave.
5. No employee shall be prevented from returning to work after childbirth solely on the ground that there has not been a time lapse between childbirth and the desired date of return. Certification from her physician that she is medically able to resume her duties must be presented to the Board.
6. Following the granting of such leave, the commencement and termination dates thereof may be further extended or reduced for medical reasons upon additional application by the teacher to the Board, in accordance with the provisions of the following subsections A. 1a and A. 1b. above. Such extension or reduction shall be granted by the Board for an additional reasonable period of time. The Board may require any teacher to produce a physician's certification in support of the requested change subject to the procedures outlines above.

**B. Leave Without Pay and Without Benefits for Disability Associated with Pregnancy or Childbirth.**

Any pregnant teacher may apply for leave without pay for disability associated with pregnancy or childbirth, following the procedures outlined in the preceding Section A. Such leave, shall be granted in the sole discretion of the Board and determined on a case-by-case

basis, in the same manner as applications for unpaid leaves due to illness and other medical disability.

1. Upon return from maternity leave of absence, the teacher shall be reinstated in her same position if it is available, or a similar position for which she is certified.
2. Advancement on the salary guide shall be based upon the date of commencement of the unpaid maternity leave of absence. Advancement on the salary guide shall be made if:
  - a. Employee commences such leave of absence after January 31 in any given year; or
  - b. If leave is effective prior to February 1, then position on guide remains the same upon returning to the district.

**C. The Board may remove any pregnant teacher from her teaching duties on any one of the following bases:**

1. Her teaching performance substantially declines from the period preceding pregnancy; or
2. Her physical condition or capacity renders her incapable of performing her assigned duties which shall be deemed to exist if, (a) the pregnant teacher fails to produce a physician's certificate that she is medically able to continue teaching; or (b) the Board's physician concludes she is unable to continue teaching; or

If there is a difference of opinion between the teacher's attending physician and the physician designated by the Board as to the ability of the teacher to continue her employment, the Essex County Medical Society shall designate an impartial third physician to make an examination and his/her determination shall be conclusive and binding on the parties. The Board shall pay the expense of the examination by the third physician.

**D. Childrearing and Adoption Leaves**

An unpaid leave of absence with benefits shall be granted to any teacher because of childbirth or adoption of an infant or a child. Such leave may commence upon his/her de facto and/or de jure custody of said infant, or earlier, if necessary to fulfill the requirements for the adoption. The Board shall grant unpaid leave, with benefits for the foregoing, as well as for other reasons, as required by the federal and state family leave acts.

## **ARTICLE IX**

### **TEACHING HOURS AND TEACHING LOAD**

**A. Calendar Committee**

A Calendar Committee shall be established to make recommendations to the Board of Education in planning the annual school calendar. Such committee shall consist of one representative each from the Board of Education, Administration, Home-School Association, and the Fairfield Education Association. The day preceding the December holiday vacation shall be a one-session day.



B. Sign In/Out Roster

All professional employees shall indicate their presence for duty by placing a check mark and their initials in art appropriate column of the faculty sign-in and sign-out roster.

C. Arrival/Departure Times and Lunch Periods

1. The arrival and departure time shall be designated; however, the total in-school teacher workday shall, in general, not consist of more than seven (7) hours, which shall include a forty-five (45) minute lunch period (excluding kindergarten staff). In an emergency teachers shall be available to assist in supervision of the lunchroom/playground for each lunch period upon request of the administration or aide.

D. Out of Building Record

Teachers may leave the building during their scheduled duty free lunch period, but shall initial a sign-in and sign-out "out of building" record.

E. Other Departure Times

On Fridays, days preceding holidays and/or vacation periods, days immediately following evening conferences, and on one-session days, the teachers, workday shall end after the departure of the last school bus.

F. Exceptions

It is understood that the aforementioned time schedule shall not apply for faculty or curriculum meetings, parent conferences, or supportive academic assistance for students. Advance notice and an agenda will be provided for faculty and curriculum meetings.

G. Meetings/School Activities

Teachers may be required to remain after the end of the pupil workday, without additional compensation, for the purpose of attending, but not limited to: general staff meetings, grade level meetings, developmental team meetings, district/faculty meetings, professional development (review) meetings and in service/training workshops.

1. Staff meetings shall be called by the Superintendent or an administrator.
2. In no event shall there be more than one (1) such meeting in any week.
3. Meetings shall commence no later than ten (10) minutes after student dismissal and shall run no more than sixty (60) minutes except for inservice workshops which may run up to one and one-half (1 1/2) hours. Teachers shall have the opportunity to suggest items for the agenda of any district faculty meeting.
4. Administrators shall designate a specific day of the week on which all meetings covered by this provision shall take place.
5. Meetings which take place after the regular in-school workday and shall not be called on Fridays or on any day immediately preceding any holiday, or other day upon which teacher attendance is not required at school.
6. It is the intent of the Fairfield Board of Education to instruct the school administrators to arrange school-related activities in a manner that will require teacher attendance at

no more than three evening meetings a year without equal released time. This will not apply to those meetings, which the teachers attend voluntarily.

H. Professional In Service Workshops

All teachers may be required to attend up to three (3) professional in-service workshops per year from 3:30 P.M. to no later than 5:00 P.M. Compensation for attendance will be that the teacher is able to leave at the departure of the last school bus during the week of the workshop. No other compensation will be awarded. The building principal shall have the right to assign teachers to specific workshops. An attempt will be made to avoid scheduling a faculty or curriculum meeting during the week of a workshop.

I. Work Year

The teacher work year shall not exceed one hundred eighty-five (185) days which shall include one preparation day at the commencement of the school year, one (1) day for in-service and a one-session day at the close of the school year for students. Teachers may leave when their professional responsibilities are completed on that day, The Board shall make reasonable efforts to insure that the in-service day can be utilized towards the State's continuing education requirement.

J. Preparation Time

1. Full time Grade 1-6 classroom teachers be scheduled for not less than 200 minutes per week preparation time.
2. Full time Preschool and P.E. teachers be scheduled for not less than 195 minutes per week.
3. 80% kindergarten teachers be scheduled for not less than 130 minutes per week.
4. Provided that their teaching schedules remain the same in the future as in 1997-98, special subject area teachers will continue to be scheduled for the number of weekly minutes set forth below:

<b>Subject</b>	<b>Location</b>	<b>Minutes per week</b>
Art	District wide	180
Computer/Library	Churchill	200
Computer	Stevenson	200
Library	Stevenson	140
Phys Ed	Districtwide	200
Phys Ed	Stevenson,	210
Phys Ed/Pre	Stevenson	195
Speech/Lang/ESL	Districtwide	155
Speech/Language	Districtwide	190
Music/Instrumental	Districtwide	195
Music Strings	Districtwide	90
Music/Vocal	Stevenson	135
Music/Vocal	Churchill	80

5. The Board shall make every reasonable effort to schedule the classroom teacher's preparation time for one such period per day.
6. Preparation time for part-time teachers shall be proportional to the amount of time worked.
7. The failure to schedule a teacher for a daily preparation period shall not be subject to the grievance procedure of the contract.

## ARTICLE X

### TEACHING ASSIGNMENTS

#### A. Written Notice

All teachers shall be given written notice of their grade, building, room, subject, and salary assignment for the forthcoming year by June 1 of the preceding school year. Any modification of these assignments which occur after June 1, due to emergency situations, will be made by the Superintendent with notification to the personnel involved as soon as possible. A list of such teaching assignments shall simultaneously be sent to the Association.

#### B. Vacancies Notification

The Superintendent shall notify the Association president in writing with a list of the known vacancies as they occur.

#### C. Grade/Building Change Request

Teachers who desire a change in grade and/ or building assignment may file a written statement with the Superintendent. Such statement shall include the grade, subject or building in order of preference. Such requests for change in assignment for the coming year shall be submitted no later than May 1.

#### D. Volunteers

Volunteers may submit their names to the Superintendent for consideration in the filling of vacancies.

#### E. Transfer/Reassignment

A transfer or reassignment shall be made only after a meeting between the teacher involved and the principal no later than five (5) school days prior to June 1, at which time the teacher shall be notified of the reason therefore. In the event that a teacher objects to the transfer or reassignment at this meeting, upon request of the teacher, the Superintendent shall meet with him/her. The teacher may, at his/her option, have an Association representative present at such meeting.

2. Tenured Certificated Staff: evaluations shall be prepared by the principal and submitted to the Superintendent after each "observation", one (1) time a year for tenure teachers.
  - a. Formal classroom observation by supervisory personnel (principals, supervisors, department chairpersons, etc.) shall include a follow-up conference with the teacher.
  - b. A teacher, within a reasonable amount of time, but in no instance more than ten days after the observation, shall be entitled to a conference with the administrator preparing the evaluation for the purpose of discussing the written evaluation. The post observation conference shall also serve as the annual summary conference.
  - c. When the written evaluation is prepared, this evaluation shall not be submitted to the central office, placed in the teacher's file or otherwise acted upon without first conducting the requisite post-observation conference with the teacher.
  - d. The written evaluation shall also serve as the annual summary performance report which shall include an individual professional improvement plan. The annual summary performance report shall be signed by the supervisor and the teacher within five (5) working days of the annual summary conference.
  - e. This evaluation shall be prepared in triplicate with the original forwarded to the Superintendent, one (1) copy retained by the principal, and one (1) copy sent to the teacher.
3. Evaluations shall be written, addressed to the teacher, and shall include:
  - a. Strengths and weaknesses of the teacher as observed during the period since the previous evaluation report.
  - b. Specific suggestions as to measures which the teacher might take to improve his/her performance in each of the areas where weaknesses have been indicated.

D. Personnel Files

A teacher shall have the right, upon request, to review personally the contents of his/her personnel file in the presence of the principal or Superintendent. The teacher shall acknowledge, in writing, that he/she has seen the material in the personnel file. There shall be no other file which is not available for the teacher's inspection.

Prior to any material concerning conduct, service, character, or personality being placed in that teacher's file, the teacher shall have the opportunity to review and respond to that material within thirty (30) school days after receipt of same.

At least once every year, a teacher shall have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his/her designee and, at the discretion of the Superintendent, they shall be either destroyed or retained. The teacher shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy

**ARTICLE XI**  
**TEACHER EVALUATION**

**A. DEFINITIONS:**

1. Observation: the term "observation" shall be construed to mean a visitation to an assigned work station by a certified supervisor of a local school district for the purposes of formally collecting data on the performance of a certificated staff member's assigned duties and responsibilities and of a duration appropriate to those duties and responsibilities.
2. Evaluation: The term "evaluation" shall be construed to mean a written evaluation prepared by the administrative or supervisory staff member who visits the work station for the purpose of observing a teaching staff member's performance of the instruction process.

**B. PROCEDURES:**

1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with the full knowledge of the teacher.
2. Formal classroom observations for the purpose of assessing teacher performance and teacher evaluation shall be conducted only by personnel holding a supervisory certificate issued by the New Jersey State Board of Examiners.
3. The type of form (i.e. narrative) used for formal classroom observation reports and teacher evaluation reports shall be only those that are developed with input from the Association, subject to approval by the administration.

**C. Evaluation**

1. Non-tenure Certificated Staff: evaluations shall be prepared by the principal and submitted to the Superintendent after each "observation", three (3) times a year for non-tenure teachers.
  - a. Formal classroom observation by supervisory personnel (principals, supervisors, department chairpersons, etc.) shall include a follow-up conference with the teacher.
  - b. A teacher, within a reasonable amount of time, but in no instance more than ten days after the observation, shall be entitled to a conference with the administrator preparing the evaluation for the purpose of discussing the written evaluation. The third (3<sup>rd</sup>) conference shall also serve as the annual summary conference.
  - c. When the written evaluation is prepared, this evaluation shall not be submitted to the central office, placed in the teacher's file or otherwise acted upon without first conducting the requisite post-observation conference with the teacher.
  - d. The third evaluation shall serve as the annual summary performance report which shall include an individual professional improvement plan. The annual summary performance report shall be signed by the supervisor and the teacher within five (5) working days of the annual summary conference.
  - e. These evaluations shall be prepared in triplicate with the original forwarded to the Superintendent, one (1) copy retained by the principal, and one (1) copy sent to the teacher.

## ARTICLE XII

### REDUCTION IN FORCE AND REEMPLOYMENT

#### A. Definition

To the extent not inconsistent with Title 18A28-29 et seq. and the regulations of the Commissioner of Education, the parties agree that, for the purpose of this Agreement, "Seniority" shall mean the period of consecutive tenured employment by the employee in the district.

#### B. Recall

An employee dismissed by reason of a reduction in force shall be entitled to be placed and to remain upon a preferred eligibility list in order of seniority for reemployment whenever a vacancy occurs in the position from which such employee was dismissed; such employee shall be reemployed by the Board, if and when such vacancy occurs.

#### C. Notice of Recall

Notice of Recall to teachers to which this Article is applicable shall be given to those teachers on the preferred eligibility list by letter in order of seniority, within a reasonable time after such vacancy occurs. Such teachers shall have a reasonable period of time (but not to exceed thirty (30) calendar days after receiving notice) in which to give the Board notice of intent to return to the position.

1. In the event such teacher shall fail to respond to the notice from the Board, or if he/she gives notice that he/she does not desire to return to the position, he/she shall forfeit his/ her seniority rights and shall be removed from the preferred eligibility list.
2. Seniority shall not be accumulated during the period following dismissal by reason of reduction in force, but upon reemployment, pursuant to the terms of this Article, such employee shall have his accumulated seniority to the date of such dismissal.

## ARTICLE XIII

### TUITION REIMBURSEMENT FOR ADVANCED STUDIES

#### A. Eligibility

Teachers employed in the Fairfield School District and enrolled at an accredited institution for the purpose of advanced (graduate) study in their field of education.

#### B. Reimbursement

Reimbursement shall be for the cost of tuition and required registration fees at an accredited institution of higher education and shall be limited to a maximum of twelve (12) credit hours per teacher per year at a maximum rate not to exceed the dollar value per credit at State Teacher Colleges (i.e., Montclair State, William Paterson, and Kean College). Further, the total amount of monies from which tuition reimbursement may be

drawn for each school year is seventeen thousand (\$17,000). In order to be eligible to receive such tuition reimbursement, the following preconditions must be met in all cases:

1. That it remains within the discretion of the Superintendent of Schools and Board of Education to determine that the course taken is relevant and directly related to the individual's teaching assignment within the district.
2. All courses and programs for advanced study and/or certification to be reimbursed under this program will have prior approval of the Superintendent.
3. That, in order to obtain tuition reimbursement, the individual submits an official receipt of the tuition paid.
4. Upon completion of the approved course of study, tenured teachers will receive their reimbursement to the extent of this policy. Non-tenured teachers will receive their reimbursement to the extent of this policy upon the signing of a fourth year contract, consistent with existing practice.

C. Annual Salary Schedule Adjustment

Adjustment on the salary schedule for credits earned shall be made on the first pay period of the school year or February 1 of the school year, subject to the provisions as set forth in this Article provided, however, that written notice is given the Superintendent for his approval of a change in salary status based upon earned graduate credits. Before any salary adjustment is made, the employee shall provide the official transcript or appropriate documentation of the successful completion of the graduate credits which will determine the salary adjustment.

When the above conditions are met, salary adjustment shall be retroactive to September 1, or February 1, provided that credits are earned prior to September 1 or February 1 whichever is applicable.

No employee shall receive more than one salary adjustment in any single school year for earned graduate credits.

D. Special Conditions

Courses shall be taken at a time that does not conflict with the duties or hours of the school program, unless with prior approval of the Superintendent.

## **ARTICLE XIV**

### **IN SERVICE GRADUATE ADVANCEMENT**

The Board of Education may offer graduate in-service teacher education courses on an elective basis. Salary credit for teachers participation in such courses will be determined in advance and awarded upon successful completion of the course. The Continuing Education Units (C.E.U.) shall be comparable in value to be awarded at the graduate college level.

Equivalency credits towards the salary guide shall be granted when approved in advance by the Superintendent of Schools for in-service training sponsored by the Board of Education or any other approved institution or school district.

## **ARTICLE XV**

### **SUBSEQUENT NEGOTIATIONS PROCEDURE**

The Board and the Association agree that negotiations between the Board and the Association concerning the terms and conditions of employment for the contract which shall succeed this Agreement shall commence no later than October 15, 2007, and shall thereafter continue at reasonable times, and shall continue on a schedule determined at the first meeting and shall thereafter proceed with a view toward concluding on or before December 30, 2007.

## **ARTICLE XVI**

### **NON-REPRISAL FOR NEGOTIATIONS PARTICIPATION**

1. No employee participating in the negotiations procedure shall be subject to coercion, restraint, discrimination or reprisal in his/her employment by reason of such participation.
2. No reprisals of any kind shall be taken by the Board of Education or by any member of the Administration against any representative, any member of the Association, or any party in interest.

## **ARTICLE XVII**

### **BOARD'S RIGHTS**

Nothing in this Agreement shall be construed to diminish or remove from the Fairfield Board of Education the authority or responsibilities which are vested in it by law. It is recognized by the parties that the Board is vested by the laws of the State of New Jersey with the management and control of all of the public schools in the School District. This authority of the Board shall include, but shall not be limited to, the right to hire, discharge or discipline teachers for cause, the authority to make such rules and regulations, and to do all things as are necessary for the government and management of the schools, unless explicitly curtailed by this agreement. Nothing in this Agreement shall constitute a derogation or transfer of the authority of the Board as established by the laws of the State of New Jersey.



## **ARTICLE XVIII**

### **PRINTING AND DISTRIBUTION OF THE NEGOTIATED AGREEMENT**

The cost of publication of this Agreement will be paid for by the Fairfield Board of Education. The Agreement shall be reproduced within ninety (90) calendar days after it has been signed. Distribution shall be the responsibility of the respective party.

## **ARTICLE XIX**

### **MENTORING**

All vacancies for mentoring positions will be posted. The Board shall pay a mentor teacher a minimum of \$250 per year up to the maximum amount provided by the State of this purpose, if and only if, said State funding is provided and continues. The provisional teachers will pay the state recommended fee to the mentor teacher.

## **ARTICLE XX**

### **SEPARABILITY AND SAVINGS**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law or held to be invalid by a tribunal of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

## **ARTICLE XXI**

### **ENTIRE AGREEMENT**

This Agreement incorporates the entire understanding of the parties on all issues covered and provided for herein, and during the terms of the Agreement, neither party shall be required to re-negotiate concerning said issues for the period covered herein. However, in the event that the parties concur, this Agreement may be supplemented or modified by agreements negotiated and reduced to writing by the parties to be bound thereby.

**SCHEDULE A**  
**FAIRFIELD BOARD OF EDUCATION**  
**Teachers' Salary Guide**  
**2004-05**

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
1	38260	39460	40660	41860	43060	44260
2	39260	40460	41660	42860	44060	45260
3	40260	41460	42660	43860	45060	46260
4	40860	42060	43260	44460	45660	46860
5	41860	43060	44260	45460	46660	47860
6	42860	44060	45260	46460	47660	48860
7	44200	45400	46600	47800	49000	50200
8	45200	46400	47600	48800	50000	51200
9	47200	48400	49600	50800	52000	53200
10	50200	51400	52600	53800	55000	56200
11	54200	55400	56600	57800	59000	60200
12	58200	59400	60600	61800	63000	64200
13	62200	63400	64600	65800	67000	68200
14	66200	67400	68600	69800	71000	72200
15	71200	72400	73600	74800	76000	77200
16	76300	77500	78700	80900	82100	83300

**Teacher's Salary Guide**  
**2005-06**

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
1	39000	40200	41400	42600	43800	45000
2	39400	40600	41800	43000	44200	45400
3	40400	41600	42800	44000	45200	46400
4	41400	42600	43800	45000	46200	47400
5	42350	43550	44750	45950	47150	48350
6	43350	44550	45750	46950	48150	49350
7	44350	45550	46750	47950	49150	50350
8	45675	46875	48075	49275	50475	51675
9	47675	48875	50075	51275	52475	53675
10	50675	51875	53075	54275	55475	56675
11	54675	55875	57075	59275	59475	60675
12	58675	59875	61075	62275	63475	64675
13	62675	63875	65075	66275	67475	68675
14	66675	67875	69075	70275	71475	72675
15	71675	72875	74075	75275	76475	77675
16	78450	79650	80850	83050	84250	85450

**Teacher's Salary Guide**  
**2006-07**

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
1	40000	41200	42400	43600	44800	46000
2	40700	41900	43100	44300	45500	46700
3	41400	42600	43800	45000	46200	47400
4	42100	43300	44500	45700	46900	48100
5	42800	44000	45200	46400	47600	48800
6	43500	44700	45900	47100	48300	49500
7	44500	45700	46900	48100	49300	50500
8	45750	46950	48150	49350	50550	51750
9	47750	48950	50150	51350	52550	53750
10	50750	51950	53150	54350	55550	56750
11	54750	55950	57150	58350	59550	60750
12	60000	61200	62400	63600	64800	66000
13	64000	65200	66400	67600	68800	70000
14	69000	70200	71400	72600	73800	75000
15	74200	75400	76600	77800	79000	80200
16	80385	81585	82785	84985	86185	87385

## SCHEDULE B

### A PART-TIME TEACHERS

1. Part-time certified teaching staff members shall receive a pro-rata salary guide pay.
2. Part-time teachers will be granted credit on the salary guide for prior continuous teaching experience in the Fairfield School District for up to ten (10) years; part-time teachers will be granted credit on the salary guide for prior public school teaching experience outside the Fairfield School District for a minimum of four (4) years up to a maximum of ten (10) years, at the Superintendent's discretion. All incoming part-time certified teachers will be treated similarly with respect to placement on the guide.
3. In order to qualify for advancement on the salary guide, teaching staff members must be employed prior to February 1 of the prior school year.

### B. TEACHERS-IN-CHARGE

<u>2004-2005</u>	<u>2,632</u> additional salary per annum
<u>2005-2006</u>	<u>2,744</u> additional salary per annum
<u>2006-2007</u>	<u>2,861</u> additional salary per annum

### C. CURRICULUM AND SCHEDULING

<u>2004-05</u>	<u>38.00</u> per hour
<u>2005-06</u>	<u>39.00</u> per hour
<u>2006-07</u>	<u>41.00</u> per hour

### D. STUDENT CONTACT PROGRAMS (including summer kindergarten, testing, counseling and placement)

<u>2004-05</u>	<u>46.00</u> per hour
<u>2005-06</u>	<u>48.00</u> per hour
<u>2006-07</u>	<u>50.00</u> per hour

E. FEDERAL/STATE GRANT PROGRAMS

2004-05                      49.00 per hour

2005-06                      51.00 per hour

2006-07                      53.00 per hour

F. SERVICE ACTIVITY COMPENSATION FOR MUSICAL EVENTS

	<u>Vocal</u>	<u>Instrumental and</u> <u>Instrumental</u> <u>Strings</u>
<u>2004-05</u>	<u>858.00</u>	<u>858.00</u>
<u>2005-06</u>	<u>895.00</u>	<u>895.00</u>
<u>2006-07</u>	<u>933.00</u>	<u>933.00</u>

G. COMPENSATION FOR CLASSROOM LOCATION CHANGE

2004-05                      137.00

2005-06                      143.00

2006-07                      149.00

H. STUDENT COUNCIL ADVISOR

2004-05                      858.00

2005-06                      895.00

2006-07                      933.00

I ABILITY GROUPING

Four (4) hours per subject at Curriculum and Scheduling Hourly Rate.

## SCHEDULE C

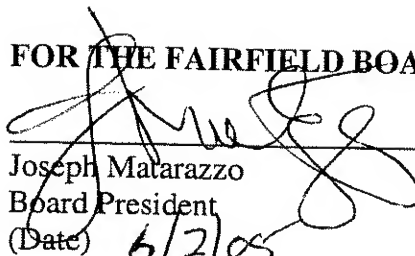
### **Glossary**

Calendar Days: The term "calendar days" shall mean consecutive days including weekends and holidays (e.g., 10 calendar days from June 2 shall be June 12).

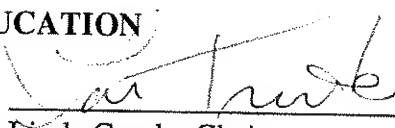
School Days: The term "school days" shall mean consecutive days in which classes are in session and students are present. In determining a number of school days, weekends and school holidays shall not be counted.

IN WITNESS WHEREOF, the parties have hereto caused this agreement to be executed by their duly authorized officers on the date and year aforesaid.


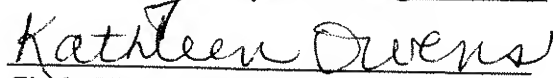
**FOR THE FAIRFIELD BOARD OF EDUCATION**

  
Joseph Matarazzo  
Board President

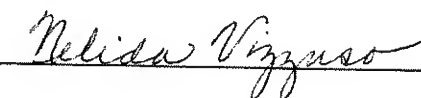
(Date) 6/2/05

  
Linda Casale, Chair  
Board Negotiation Team  
(Date)

**FOR THE FAIRFIELD EDUCATION ASSOCIATION**

  
  
Cindy Tirrell & Kathleen Owens  
Co-Presidents

(Date)



Nelida Vizzuso, Chair  
Teacher Negotiation Team  
(Date)